the renting of rooms or the taking in of boarders does not deprive it of its character as a dwelling house. *In re Veeder,* 65 N. Y. S. 517; *Rafferty* v. *Insurance Co.,* 18 N. J. L. 480; *Birmingham Waterworks Co.* v. *Truss,* 135 Ala. 530. These last cases are not consistent with the main case, for a building, under them, may be a dwelling house, considered as a whole, and at the same time, may be half a dozen dwelling houses, under the rule of this Michigan case.

CONTRACTS—PLACE OF BREACH.—Defendant, a New Jersey Corporation doing business in the State of New York, entered into a contract with plaintiff, a resident of Buenos Aires, whereby defendant agreed to accept delivery of goods in Buenos Aires. After part of the contract had been performed, defendant sent a cablegram from New York to plaintiff at Buenos Aires repudiating the contract. *Held,* that this action on the part of the defendant brought it within § 1780 (3) of the New York Code of Civil Procedure authorizing suits by non-residents against a foreign corporation when the breach of the contract occurred within the State. *Wester* v. *Casein Co. of America,* (N. Y. 1912) 100 N. E. 488.

The court in reaching its conclusion treated the delivery of the message to the telegraph company as a delivery to plaintiff. This is an extension of the rule relating to offer and acceptance as established in *Adams* v. *Lindsell,* 1 Barn. & Ald. 681, and universally followed by the courts in America and in England. The rule that the time of revocation of an offer is the time such revocation is communicated is also well established. The New York court cites *Vassar* v. *Camp,* 1 N. Y. 441 and *Trevor* v. *Wood,* 36 N. Y. 307, 93 Am. Dec. 511, to sustain its conclusion. These cases, however, related to offer and acceptance by mail, and not, as in the principal case, to the repudiation of an existing contract. In *Patrick* v. *Bowman,* 149 U. S. 411, it was held that an offer by mail is not revoked until the notice of revocation actually reaches the offeree. It would seem that in the principal case the breach of contract should not take place until the cablegram was delivered to the plaintiff at Buenos Aires. See also *Crown Point Ins. Co.* v. *Boatman Fire Ins. Co.,* 127 N. Y. 608; *Fink* v. *Fink,* 171 N. Y. 616, which seem to be in conflict with the principal case.

CONTRACTS—PUBLIC POLICY.—Plaintiff rented from defendant company a warehouse on the latter's right of way, the lease containing a provision that the lessee should protect the buildings against danger from fire to which they were exposed by reason of their proximity to the railroad, and that the risks of all loss and damage by fire, however caused, and whether or not caused by the negligence of the lessor or its servants, were assumed by the lessee, who was to save the lessor harmless from all liability for damage by fire. *Held,* that such a covenant is not illegal or void as against public policy, *Checkley* v. *Illinois Cent. R. Co.,* (Ill. 1913) 100 N. E. 942.

The precise question involved in this case was for the first time passed upon by the Illinois Court. That a common carrier may contract against its own negligence with reference to matters not related to its duty as a common